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*** Notices to Subscribers and Contributors will be found on Page X.

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Current Topics.

Tropical Heat in the Forum.

THE OPENING days of this week and the concluding days of last week have given to the lawyer who practises in London some vague idea of the forensic art as it is undertaken in the Tropics. The burning heat made wigs and gowns oppressive, and the judges visibly suffered under the burden of their Easter Term robes. Witnesses perspired under cross-examination and could scarcely support themselves while standing in the box; so prostrating was the temperature. Leaders grew languid and juniors could scarcely keep awake. Solicitors and solicitors' clerks spent as much time as they could in the cooler atmosphere of the corridors of the Central Hall. Ices were consumed apparently in record quantities in the refreshment rooms and at the bars. Incidentally one felt that better accommodation ought to be provided at the Law Courts for solicitors who have to attend. There is a comfortable and commodious Bar Room excellently situated on the same floor as the courts; in fact it occupies what was formerly one of the Courts of Appeal. Counsel, too, have a spacious Bar Library in which to take their ease. It is surely not impossible to provide for solicitors some really pleasant and commodious quarter of their own in the courts where work can be done under agreeable conditions.

The late Lord Milner.

LORD MILNER was a member of the Bar, although he never succeeded in attaining much practice, and in due course adopted another career, where his progress was one long, continuous succession of triumphs. As a distinguished man who was incidentally a lawyer, it is our duty to offer to his memory his just tribute of praise, and a short appreciation of his character appears in another column. Although only a name to the present generation of lawyers, Lord MILNER is still borne in kindly remembrance by old men who were his fellow students in the Inner Temple nearly half-a-century ago. His gracious yet dignified manner, the rare intellectualism free from any touch of priggishness which marked his convictions, his possession of that rare charm which belongs to the accomplished man of the world who is also a *Preux Chevalier*, a *Bayard sans peur et sans reproche*; these characteristics still give to their now dim and distant recollections of him, as a student eating dinners in Hall, a certain flavour of uniqueness and preciousness not associated with the memories of other men. His reputation as a Union orator and the extraordinary prestige of the Oxford reputation which attended on him in those early days, induced his contemporaries then reading for the Bar to expect great things of him in the Forum and the Senate. Perhaps those predictions would have been fulfilled if he had cared to give the profession a little longer trial; as it was he received while still very young the almost unique offer of a post at the head of a great Public Department; this he accepted and the Temple knew him no more. Probably in this he showed his usual wisdom and that rare quality which cannot be expressed in any English word, but which the Greeks called *Sōphrosunē*. And he made good in his new sphere. The moral of his career ought not to be lost on men at the Bar. The Inns of Court are full of brilliant men who have missed their way, yet refuse tempting offers to enter other careers, out of a kind of magnificent but perverse pride which makes them prefer to hang on hopelessly at the Bar rather than make a frank admission of failure while there is yet time to redeem failure in another sphere. Lord MILNER'S great good sense saved him from this fate. He will certainly be remembered by the Inner Temple as one of the Great Proconsuls of England, deserving a place in the front rank of her Statesmen-Administrators.

The late Sir Rider Haggard.

ANOTHER MEMBER of the Bar who achieved in a different profession the distinction denied him in his own has just passed away in the person of Sir RIDER HAGGARD. An adventurous youth as a boy in the English countryside and afterwards, while still in his 'teens, amongst the Zulus and the Boers of what was then the untamed Transvaal; then a few short years of obscurity, reading law and attempting

to build up a conveyancing practice in Lincoln's Inn; finally a leap into fame with a dozen successful novels of passion and romance which made him the darling of English schoolboys and the most-read novelist of the eighties and the nineties; such was the career of Sir RIDER HAGGARD. He was not merely a novelist who wrote adventure stories, however; he was a true patriot, who desired to restore the wholesome activity of the English rural counties, now, alas, fallen into decay, and to recruit the pioneers of Empire from amongst the finest youths of every class in the Homeland of the English-speaking race. His services to the cause of rural development and imperial migration were immense. In his case, unlike that of Lord MILNER, there was probably no natural capacity or liking for the Bar; the legal profession is essentially realistic and has very little place for anyone who possesses the heart of a poet. But it is good for the Law and the lawyers that men of Sir RIDER HAGGARD's type should devote to its service a few short years of their useful and successful lives: it adds to their understanding of the great service to order and social discipline which lawyers are ever quietly rendering. The Waverley Novels would have been less sane and less real works if Sir WALTER SCOTT had not been an advocate, a sheriff, and the son of a very busy solicitor in his native Edinburgh.

Solicitors in Public Offices.

A CORRESPONDENT whose letter we print elsewhere draws attention to the position of qualified solicitors in the public services. Recent advertisements in the Legal Press, he correctly states, have offered to qualified solicitors on certain terms to which he takes exception, appointments in the offices of the Supreme Court of Judicature, and under various central or local administrative authorities. The commencing salary is £200 a year, with the Civil Service bonus, which at present is £112; and the salary rises by increments of £15 a year until a maximum of £500 is reached, with a bonus of about £200. This means a salary of from about £300 to £700 a year. Moreover the holder has opportunities of promotion to higher positions, the equivalent of such ranks as Deputy-Principal, Principal, and Assistant Secretary in the Civil Service, for which much higher remuneration is paid. And the appointments are permanent, pensionable at the age of sixty. On the whole, under the present necessities of stringent national economy, we do not consider these salaries unreasonably low. A young solicitor, starting without hereditary connection, can seldom make a much larger net income than £300 a year in his first year; moreover his expenses are heavy, his risks are great, he gets no pension in old age, and he requires initial capital. A safe income at the age of two or three and twenty which rises in twenty years to the annual rate of £700 and carries considerable chances of promotion, and which involves no risks or expenses; this seems to us a fair equivalent for the service of a young qualified lawyer, whether barrister or solicitor, in the public service. If the applicant has had longer experience, the commencing salary, according to the advertisement, appears to be increased in proportion. On the whole, therefore, we hardly think that a movement to secure more remunerative terms for lawyers in the public services would favourably impress public opinion. This is especially so at the present moment when Civil Service expenditure is jealously watched and carefully cut down at every feasible opportunity in order to secure for the harassed taxpayer some elimination of our present crushing burden of income tax.

Lawyers in the Civil Service.

THE QUESTION of payment for legal services under public bodies, too, is not a matter which can be dealt with by itself. The Civil Service (the principles governing which are now followed by the Law Courts Offices and local authorities in general) is a complex and intricate system organized on agreed lines which cannot be altered to suit a particular profession. It has recently, as the result of a Public Commission's Report of five years ago, been re-graded into four grades, the Administrative, the Executive, the Clerical, and the Writing Assistants respectively. These correspond roughly, though by no means perfectly, to certain much more familiar grades now abolished. The Administrative grade corresponds to the old First Division, recruited from University men with High Honours degrees who had passed the extremely hard Indian Civil Competitive Examination, and had secured therein very high places. With this high grade are bracketed certain equivalent classes of professional and technical men not chosen by competitive examination, such as legal assistants, medical officers, accountants, architects, engineers, and the like. Candidates selected for this high grade become administrative assistants under various names in various departments: they have opportunities of promotion to be Deputy-Principals, Principal Clerks (who are heads of bureaux and sections), Assistant Secretaries, with some remote chance of becoming Under-Secretaries and Deputy-Under-Secretaries, *i.e.*, permanent heads of Government Departments. It is with this grade, we understand, and not with the three lower grades, that the qualified solicitors, advertised for in the public notices referred to by our correspondent, are bracketed. Their remuneration and status is therefore practically the same as that of the best University men who pass in by competitive examinations. They cannot be placed in any higher grade, because none exists, and obviously they cannot start straight away anywhere except as ordinary members of these grades; they cannot be made heads of bureaux or branches, the only higher appointments, until they have earned promotion by service. In the Civil Service, as at present organized, therefore, we are informed, no higher position can be offered legal assistants than their present high status.

The Re-grading of the Civil Service.

BUT EVEN if a better status could be procurable without an impossible remodelling of the whole of the present Civil Service machinery of administration as regards its personnel, we are informed that the time for securing such readjustments has now gone past. Six years ago a Government Commission was appointed to suggest a scheme of reorganisation of the Civil Service which would be fair to all grades, and would provide better opportunities for promotion to the lower grades. This Commission negotiated with bodies of every kind, whether associations of professional and clerical civil servants, or temporary members of the Service or outside professional bodies, such as doctors and accountants. It re-settled the present scheme of re-grading on lines which were considered the best compromise possible between the various interests. New basic scales of salaries were adopted which (quite apart from the cost of living bonus) were higher for nearly all grades and sub-grades, except some professional and technical appointments which were considered to be paid already on a higher scale than the corresponding ranks of the First Division, now the First Grade. During the last five years, every Department has been gradually readjusting its personnel into the four new grades, and this process is now practically complete, so that apparently the time for reconsidering grading has been allowed to elapse. Some dissatisfaction in the service, we understand, has been caused by the results of the re-grading. But this, we are informed, is due to a misconception on the part of civil servants, especially those in the three lower grades, who seem to have assumed that re-grading would bring to each official some promotion or pecuniary advantage. But the object of re-grading, of course, was merely to transfer everybody to a place in the new grades which corresponds exactly to that held by him under the older and much vaguer system of Divisions, varying from office to office; this preliminary re-grading cannot promote individauls, except by reverting others, nor was that its purpose. In any case, in view of the

lengthy negotiations required to settle the new machinery of grades, the existence of Whitley Committees to adjust differences, and the impossibility of meeting one new claim for any class of employees without raising a host of others, we are advised that the present is not a favourable moment for putting forward the claims of lawyers in the public service to increased remuneration.

Patent Office Appointments.

IN MAKING the investigations necessary to comment as we have done in the last three topics on our correspondent's interesting criticism *re* the position of lawyers in the public services, by the way, we discovered that a vigorous aigtation is at present going on against one incident of Civil Service administration in which a large class of lawyers is interested. A vacancy in the control of the Patent Office, we gather, may occur by age retirement in the normal course of routine at no very distant date. It seems that this appointment is expected to be filled by the Board of Trade with some non-technical official in the Service, belonging either to the administrative or the executive grades, instead of by one of the technical or professional officers of the Department. Two rival lines of attack are being opened on this proposal. Lawyers and patent-agents contend that a department which is constantly in touch with the law courts ought to be controlled by a head who is either a barrister, a solicitor or a patent-agent. Technical men of science, on the other hand, are demanding that an expert man of science, a physicist or chemist of academic or consulting experience, should be given this responsible position. *Nature* has been pushing this claim, and so have other scientific papers, and a petition is being circulated for signature by eminent men of science, which urges this demand on the Board of Trade. Thus the higher grades of the Patent Office would appear to be divided into three rival camps at present, each with a plausible claim that its nominee shall receive the next vacancy in the high command. The administrative officials desire an administrative or executive chief, *i.e.*, a Civil Service clerk; the technical officials wish a technical chief, *i.e.*, a man of science; and the professional officials claim the appointment of a professional chief, apparently a lawyer. This interesting *dénouement* illustrates the extraordinary complexities which have to be allowed for in the making of appointments, whether high or low, in our Government offices. We gather, by the way, that no personal reflection on any individual is implied in the present *imbroglio* at the Patent Office. It is purely a question of rival sectional interests.

Suicide of a Plaintiff.

ALTHOUGH SINCE the Judicature Acts it is no longer the rule that an action once commenced by writ abates on the death of the plaintiff between writ and judgment, yet difficulties and delays always occur in such a case. It is necessary to ascertain the legal personal representative in order that his name may be substituted for that of the dead plaintiff. Where the deceased has made a will and appointed an executor, who is willing to act, probate must first be obtained: if the deceased has left no will, an administrator must be appointed by the court. When the deceased commits suicide an even more embarrassing state of affairs arises, since the sanity of the deceased may come into question and may affect any will he has made. It is not very often that an action is thus interrupted by suicide of a party, but in *Humm* v. *National Union of Gold, Silver, and Allied Trades, Times*, 28th ult., this unusual state of affairs actually occurred, and it is interesting to note the procedure actually adopted by the court. The case was an action in the Chancery Division before Mr. Justice ASTBURY and the plaintiff was permanent secretary of the London Institute of the defendants, a trade union with headquarters at Sheffield. The relief claimed in the writ was a declaration that a resolution of the general council of the defendant union passed on 8th February 1925 purporting to dismiss the plaintiff from his office as permanent secretary was *ultra vires*, and an injunction and damages, and the plaintiff had given notice of motion for an injunction. On the hearing, counsel for the plaintiff stated that since the notice of motion was served the plaintiff had committed suicide. It was therefore impossible to move to-day for an injunction, but the plaintiff's advisers desired to consider whether the action should be revived and continued for the benefit of the widow and children. Counsel for the defendant union said that the defendant union would not object to the matter standing over. Mr. Justice ASTBURY said that the best course would be to make no order.

International Law and the Depreciated Mark.

ANOTHER correspondent writes to suggest that the owners of depreciated marks should combine to seek pressure by the Allies on Germany to honour in gold the paper currency held by British subjects, or at any rate to pay for it at the rate of exchange prevailing when it was issued. We fear, however, that the depreciation of the franc, the mark, and the rouble is not a matter of which International Law can take cognizance. The Governments of France, Germany, and Russia, in issuing their old paper currency, never guaranteed the stability of its value nor undertook to pay for it in gold. Our own Government did guarantee gold payments of our currency notes at some future date, and therefore has very honestly and properly resumed the Gold Standard at the earliest date consistent with the security of credit. Francs, marks and roubles were purchased on nothing better than the probability of their remaining at their pre-war par of exchange or the much lower rate of exchange at which they were purchased after the war; the fact that they have gone down is the bad luck of the purchaser who has made an unfortunate speculative investment. When the German Government restored stability two years ago by the introduction of the Rentenmark, followed by the Gold Mark, it fixed the value of the Rentenmark in the depreciated paper currency and the REICHSBANK exchanged all marks presented within a limited period thereafter for Rentenmarks on this basis. Of course, the basis was very low, whether it was one millionth or one billionth of the face value we cannot at the moment recollect; but at any rate it was so low that nobody outside Germany thought it worth while incurring the cost of sending his paper currency by post to be exchanged; the postage would have cost more than the value of the marks. So we fear that no legal *injuria* and no legal *damnum* has been done to the owners of francs or marks for which a claim could be pressed before the Hague Tribunal under either International Law or the special provisions of the Treaty of Versailles.

Waller and the Temple.

A propos of our recent reference in this column to EDMUND WALLER, the Commonwealth poet, and his connection with the Inns of Court, a member of the Bar for whose historical learning we have the utmost regard has expressed to us grave doubts as to whether the "Amoret" of the SACHARISSA poems really is an allegorical way of indicating the Temple. If "Amoret" is figurative at all, he says, it is much more likely to be symbolical of Lincoln's Inn, of which WALLER was a member, and with which he was closely connected during a large part of his life. Certainly the "Lincoln's Inn" theory has its attractions. The secluded quiet of the Chancery Inn is even greater than that of the Temple; and in the seventeenth century before New Square was built, the Old Buildings round the Chancery Lane Archway Gate, the Chapel, and the Old Hall, must have been one of the quaintest and remotest of old-world nooks. Even to this day residential chambers in this part of the Inn have a privacy and a seclusion not known elsewhere in London.

Lord Milner: An Appreciation.

LORD MILNER was one of those many brilliant men who for reasons never very easy to explain do not succeed at the Bar. His success, indeed, was so great in every other path of life which he attempted that his failure in the profession which he chose in the dawn of ambitious youth is rather apt to be overlooked. He was a very great undergraduate; probably no man ever met with such universal admiration as MILNER during the four years he spent at Oxford, and this is a form of greatness to which, perhaps, the world scarcely attaches its due value in the heirarchy of careers. Again, he was a successful journalist and a politician who found his way into the War Cabinet of Five who acted as Dictators of the greatest Empire in existence during the critical period of the greatest war in history. In addition, he was a remarkably able head of a Department of the Home Civil Service; he reconstructed Egypt as a modern economic nationality where previously there had been only a starving, degraded, and decadent aggregate of mongrel races; he steered South Africa successfully through the perils of the Transvaal War and commenced that policy of irrigation and closer settlement which, in the course of only a score of years, has practically converted the Cape and its Hinterland from a pastoral into an agricultural and a fruit-growing country. These are no mean achievements. And it is universally admitted that his personality was even greater than his outward success. His dignity, his charm, his sweetness, his lofty regard for principle, and his complete indifference to anything except the noble and the grand in everyday life: these were the characteristics which won for him an almost idolatrous reverence from all who were privileged to know him.

Lord MILNER was the friendly rival, at the Union and in the Schools, of his Oxford contemporary, HENRY HERBERT ASQUITH, whose earldom celebrates his connection with the University. Each was a man who came to Oxford without the advantage of a distinguished connection, nor did either possess the hall-mark of a fashionable Public School. Yet probably no two men ever more completely assimilated the spirit of Oxford and of Balliol; and each was acclaimed by his contemporaries, whether undergraduates or dons, as certain to fill an immense place in the public life of his country. ASQUITH was, by general admission, the less talented of these two greatly talented men, possessed lesser advantages of outward appearance, and somewhat lacking in the unique personal charm which won all hearts for MILNER; he himself would be the first to generously admit all this. Yet, as we know, the race is not always to the swifter, nor the battle to the stronger. And it was ASQUITH, not MILNER, who in the years to come won success at the Bar and became Prime Minister of England.

It remains to ask for a moment why he failed at the Bar. Certainly he possessed in the fullest measure the legal learning, the industry, the gift of practical yet plausible speech, the dignity and impressiveness of outward manner and appearance which together usually win success for their fortunate possessor. It is hard to say why he should not have succeeded. But the explanation probably is that his heart was never really in the Bar. He could not force himself to be interested in the details of cases. He could not feel any enthusiasm in winning a libel action for A against B, neither of whom is a greater rogue than the other, or in helping to deprive C of an estate claimed by D, or in persuading a jury that some doubt exists as to the very obvious guilt of X who has murdered Y. These are useful and necessary forms of social service. But, to a man interested in great things, they are apt to prove tedious. Be that as it may, Lord MILNER found—like Sir WALTER SCOTT—that he was designed for greater public service than that afforded by a successful forensic career, and he had the good sense to recognize that fact in time.

SCRUTATOR.

The Implications of Party-wall Support.

I.—Development of the Law of Easements.

THE Law of "Support" is one of those branches of the Law of Easements which still remains in very considerable doubt. New problems are constantly arising in the courts as to which it is discovered that very little authority really exists on the point. At first sight this may seem surprising. "Easements" belong to the Law of Real Property, and that was almost the very earliest of the many subject-matters, which together comprise our system of jurisprudence, to be investigated and determined in judicial decisions. Even in the Middle Ages most of our fundamental subtleties as regards estates and limitations and incorporeal hereditaments had already been considered and elucidated.

On reflection, however, it will be seen that the Law of Easements is almost inevitably a progressive branch of the law. For it depends, in the last resort, on a common-sense analysis of the necessary rights over his neighbour's property which the economic requirements of civilized life must confer upon a landowner, or which he must be capable of acquiring. But the economic conditions of life change from period to period; in Cathay they may be immutable as the laws of the Medes and the Persians, but in Europe a swiftly-moving evolution of new forms of civilization has been taking place all through the last two thousand years; and in England the industrial revolution has completely revolutionized the outer aspect of society in less than one hundred years. Land is more closely settled than it was in the days when great judges and great commentators built up the Common Law. Industrial uses and mining methods, once unknown, are now an everyday incident in the employment of land. Houses are close together where once they were placed far apart; they are built of new substances in accordance with new requirements of public health authorities; they are linked with each other in an intricate system of water pipes, sewers, drains, electric lines, telephone connections and a multiplicity of other accessories of which neither COKE nor LITTLETON ever dreamed. In such an environment as this the easements necessary to the enjoyment of *dominium* at all necessarily grow more numerous. And the halting efforts of our Chancery judges to read slowly into the old law some implications of the new necessities are naturally the source of much novel judge-made law.

Not always, however, do these efforts succeed. The old principle that a man's house and lands are his own castle, within which he may do as he pleases, although powerless enough in the face of modern invasions of liberty by the policy of the bureaucracy aided by a compliant legislature, is potent, nevertheless, to delay much needed expansion of the Law of Easements. The easement of support, in particular, as has been illustrated by many modern cases, more especially the very recent case of *Sach* v. *Jones*, 1925, 1 Ch. 235, has failed to achieve that development which is reasonably necessary if it is to be adapted to twentieth century modes of house-building.

II.—Party-wall Mutual Support.

It has long been familiar law that in the absence of contract, express or implied, to the contrary, and subject to certain statutory modifications, *e.g.*, under the Metropolitan Building Acts, where two semi-detached houses stand together, or where two houses are successors in a terrace series, the wall which separates the house is a party-wall, and the adjoining owners have a joint tenancy of a peculiar kind in this party-wall. Neither is bound to repair the party-wall: *Colebeck* v. *Girdlers Co.*, 1 Q.B.D. 234. Each can use his own side of the wall pretty much as he pleases, so long as he does not destroy the wall; for he is not liable in trespass unless such trespass amounts to an ouster of the co-owner from the substantial

enjoyment of the wall: *Chantler* v. *Robinson*, 1849, 4 Ex., 1639; *Dalton* v. *Angus*, 1881, 6 App. Cas. 740; *Lyttleton Times Co.* v. *Warners*, 1907, A.C. 476; *Jones* v. *Prichard*, 1908, 1 Ch. 630. But he is not at liberty to oust the co-owner nor to disturb him in his enjoyment of his joint rights; nor to make such alterations in the structure as in substance deprives him of the benefit of the wall: *Hughes* v. *Percival*, 1883, 8 App. Cas. 443. In a word, it is clear on the cases that mere *nonfeasance* by one co-owner, however unneighbourly may be his refusal to do his share of repairs necessary for the maintenance of the joint structure, nevertheless is not an actionable wrong. There must be some positive *misfeasance* before he can be rendered liable to damages in suit by his co-owner.

This old law, which is fairly well-established on a long line of authorities, some of which have been quoted above, leads to very unfortunate results under present-day conditions. Houses in a modern town are so interdependent one upon another that an owner may easily be ruined by refusal or neglect of the co-owner to take reasonable precautions, upon his own land, for the stability of the common structure. Therefore many ingenious attempts have been made to find a plausible ground upon which the right of the owner of each tenement to require reasonable repairs by the other in extreme cases may be based. But no rule on which the courts have been prepared to act has yet been discovered.

The first contention which has been advanced by way of extension of the co-owner's liability is this: It has been suggested that each house must be regarded as at once a dominant tenement to which the other owes a duty of support, and as a servient tenement which has a similar obligation imposed upon it. If the owner of one tenement fails to do repairs to such a gross extent that there is a withdrawal of support from the wall and it actually falls down, doing serious damage to the adjoining owner's premises, then it has been suggested that the owner of the tenement so offending must be regarded as the owner of a servient tenement who has withdrawn support from the dominant tenement; this withdrawal of support, it has been argued, is *misfeasance*, not mere *nonfeasance*, and therefore is actionable as a positive wrong, possibly as ouster. Of course, the owner of the dominant tenement is estopped from relying on his rights if he himself, by neglect to do repairs, has conduced to the *injuria* and the *damnum*. But even with this limitation, it is impossible to treat mere passive omission to do repairs one is not bound in law to do as amounting to the commission of an act of positive trespass or nuisance or waste. No amount of lawful omissions can amount to a positive act of commission. Therefore this argument cannot pass the meshes in the network of the decided cases.

A second contention of a similar kind is more subtle, but equally open to the objection that it is a mere exercise of logical ingenuity in the impossible effort to turn two whites into a black. The offending tenement, it is said, may be regarded—not as a *servient* tenement which has withdrawn support—but as a *dominant* tenement which has exercised in excess its right of *pull* on the other tenement. Support, it is suggested, consists of (1) a right to *push* the supporting structure, and (2) a right to *pull* it; apparently these are the "stress and strain" of elementary text-books on dynamics. But the push and the pull must neither of them be excessive. If an excessive push is made against the wall, *e.g.*, by putting heavy weights on an upper floor of the house, this may possibly be an actionable private nuisance; Gale on Easements, 9th ed., p. 451. In the same way, if all weights are withdrawn from the wall, there may be an excessive pull on the part of the servient tenement, and therefore one actionable as a private nuisance. This ingenious argument, actually put forward in *Sach* v. *Jones*, *supra*, is so clever that the learned judge who tried that case, Mr. Justice ASTBURY, must have felt the longings of an artist to give effect to so brilliant a legal subtlety. But a sense of the balance of legal principles involved and the force of the decided cases evidently forced him to deny himself this luxury in logic.

A still more ingenious contention, however, yet remains. Curiously enough, it is also more plausible. It may be suggested that a house in which one wall has fallen into so great a state of disrepair as to fall down, is a dangerous structure, and therefore a common law nuisance: *Todd* v. *Flight*, 1860, 9 C.B. (N.S.) 377. If so, perhaps the co-owner who has allowed his house to get into this dangerous condition is liable to the other for any resulting damage to his house: *Broder* v. *Santlard*, 2 Ch.D. 692. But the case quoted is one in which the defective condition of the offending house caused damp to percolate through to the adjoining house, and was the result of a mound of wet earth placed by the owner against his house; a clear case either of trespass or of nuisance; for the damp is an artificial thing collected on the defendant's premises by his own act or default.

This last ground appears at first sight to be supported by the very well-known case of *Attorney-General* v. *Roe*, 1915, 1 Ch. 235. In that case a limestone quarry was excavated alongside a highway. A slab of limestone was left as a retaining wall, on the top of which a fence wall was built to protect the public. The fence wall collapsed. Part of the sub-soil and surface of the highway fell into the quarry. It was held that the quarry owner was guilty of a common law nuisance to the highway. But here the position is really quite different. For at common law there are many forms of interference with the public rights to use a highway which have been deemed to be obstructions of that right, and therefore nuisances; since the right to use a highway in safety was one of the elemental conditions of mediaeval civilisation, and therefore was jealously safeguarded in our courts. Amongst those forms of interference was one which consisted in doing dangerous work on land near a highway. To open a quarry or dig a pit too near a highway exposed wayfarers in night or fog to the danger of falling in; it therefore was a nuisance. But the quarry owner might open such a quarry, provided he took all steps necessary to abate his nuisance; this he might do by building a retaining wall and a fence. If those fell into disrepair or the road collapsed, he had failed to keep his nuisance properly abated; therefore he was liable for the nuisance *ab initio*. Clearly such a case is not really in point when the party-walls of private houses are concerned.

III.—The Rule in "Sach *v.* Jones."

The question we have just been discussing has been fought out on very gallant forensic lines in the recent case of *Sach* v. *Jones*, *supra*. Here Mr. Justice ASTBURY had to consider a quite interesting set of facts. There were two adjoining leasehold houses in Kilburn, held under repairing leases from a common landlord. Each lease commenced in 1888 and each was for a term of ninety-six years. The plaintiff's house was in the occupation of the plaintiff, who was the owner of the leasehold. The defendant was the owner of the leasehold of the offending house, but it was in fact in the ocupation of a tenant. The houses were in the same terrace and had a party.wall. In 1919 fractures and cracks appeared in the plaintiff's house; in 1924 these became serious and structural damage resulted. This was attributed by the plaintiff's advisers to the fact that the party-wall was leaning towards the defendant's house, the flank wall of which was also leaning outward to some extent; these phenomena in the defendant's house were attributed to an outward subsidence of the defendant's house—which, however, curiously enough was in a good state of repair, and apart from the slight tilt, had only a few unimportant cracks.

The plaintiff brought proceedings, alleging that the defendant's house, more especially the flank wall, had fallen into disrepair, had settled, and had subsided with disastrous consequences to the plaintiff-house. The plaintiff therefore alleged a breach of the easement of support, and claimed a declaration

to that effect and various injunctions; one against withdrawing support, another against permitting the party wall to be deflected from the perpendicular by tension of the defendant's house, and yet a third injunction against permitting the house to fall into such a state of disrepair as to be a nuisance which caused injury to the plaintiff's house. Damages were also claimed. But the learned judge in fact found that the allegation of the plaintiff's statement of claim had not been established by the evidence, so that in any event that claim must have failed.

Mr. Justice ASTBURY, however, did not content himself with dismissing the action on the ground of failure to prove the facts alleged. He considered carefully the legal points involved, including the whole question of the implications as to repair contained in a party-wall easement of support, and delivered an exceptionally interesting judgment on the rules of law applicable. He expressly applied to such facts as those alleged the rule of law enunciated in *Colebeck* v. *Girdlers Co.* and *Jones* v. *Prichard, supra*, which we have been discussing above. The whole case was an exceptionally interesting one, and worthy of careful attention.

BONA FIDES.

Readings of the Statutes.

The Law of Property Acts, 1922, 1924 and 1925.

XI.—THE NEW LAW OF INTESTACY: THE TRUST FOR SALE.

We have considered in the last two articles, first the principles which have been adopted in constructing the New Law of Intestacy, as framed in the Birkenhead Act, 1922, and, secondly, the Detailed Rules of Succession followed in the task of carrying out these principles. It remains to summarize the new machinery instituted by the Birkenhead Act for the purpose of facilitating the distribution of estates in accordance with these Rules of Succession.

A very ingenious plan has been adopted as the framework of this Administrative Machinery. This plan consists in subjecting to a trust for sale the whole assets of the estate, both realty and personalty, in the hands of his personal representative. Of course, power to postpone sale is added. This has been done because under the New Rule, it will nearly always happen that the estate is divisible into shares distributed amongst a number of persons. For the heir's exclusive right to real property has been abolished and so has the surviving husband's right to take his wife's undisposed of personalty, under the Marital Right of Administration. So that, except in the rare cases in which there is no one except a surviving husband or wife or only child or only parent and similar cases of only one beneficiary amongst remote relations, it is clear that the property will have to be distributed amongst a number of beneficiaries. Such exceptional cases as have just been enumerated must be very rare indeed, unless not only the mathematical theory of probability, but *actual* empirical experience, as shown in actuarial statistics, is very misleading.

Of course the distribution in shares is always subject to the life interests and the other prior interests of a surviving husband or wife. But this so far from rendering inconvenient the device of a trust for sale, subject to a power of postponing the sale, really renders it much more useful. The position of parties who take interests under a postponed trust for sale is one familiar to practitioners and to the Court of Chancery; it needs no new experience to guide the administrator and his legal adviser in executing his statutory duties. In fact, it is the very scheme which is usually found at present in a well-drawn will. That, indeed, seems to have been the reason why it has been adopted. For in the working out of the New Law, the intention of the draftsman has been, so far as possible, to provide new machinery which reproduce the average dispositions actually made by well-advised testators to-day.

The governing principle in the new machinery of administration was contained in s. 147 (1) of the Law of Property Act, 1922. This enacts that on a complete or a partial intestacy the legal personal representatives of the intestate shall hold the intestate property:—

A. As regards realty (including "chattels real") upon trust for sale; and

B. As regards personalty upon trust to call in, sell, and convert into money such part as does not consist of money already.

There is power to postpone sale and conversion so long as the representatives think proper, and this postponement does not subject them to liability to account.

Various matters concerning the administration of the property thus clothed with a trust for sale may be briefly noted here:—

(I) The income of both real and personal estate, however invested (but subject to creditors' rights, of course), may be treated and applied as income from the date of the death of the deceased.

(II) No reversionary interest shall be sold until it falls into possession.

(III) No "personal chattels" may be sold, unless required for purposes of administration through want of other assets.

"Personal Chattels," we may remind the reader, are specially defined in s. 154 (1) (iv) of the Birkenhead Act as meaning:—

> Carriages, horses, stable furniture and effects (not used for business purposes), motor cars and accessories (not used for business purposes), garden, live and dead stock and effects, domestic animals, plate, plated articles, linen, china, glass, books, pictures, prints, furniture, jewellery, articles of household or personal use or ornament, wines, liquors, and consumable stores.

But not chattels acquired for business purposes nor money nor securities for money.

(IV) Land subject to a trust for sale need not be sold: it may be apportioned amongst the beneficiaries.

(V) Out of the net proceeds of sale at conversion, after deduction of costs, the personal representatives pay the funeral expenses, debts, death duties, and testamentary expenses. Of course, in the case of a partial intestacy, the will of the deceased usually provides for some or all of those expenses. And in the case of such a special provision this direction is postponed so long as the assets indicated by the deceased are adequate for those purposes.

(VI) During life interests and minorities and pending distribution, power to invest in trustee securities and to change such investments for others within the same categories is conferred on the personal representatives.

(VII) The trust for sale confers on the personal representative all the powers of management given to trustees for sale under the Birkenhead Act. These are contained in Part I of that Act and in its Fourth Schedule.

(VIII) The residue of the estate is to be distributed in accordance with the Rule of Succession [enumerated in last Article].

(IX) The Residuary Estate is to be held subject to what are called the "Statutory Trusts." But these must be left over for discussion in our next Article.

In the meantime attention may be drawn here to a point, already noted in "Conveyancers' Diary." Where a testator provides in his will that his residuary estate is to be distributed amongst the persons entitled under the Statutes of Distributions, or uses any words to that effect, the result now is that the resulting disposition of his property will be very different according as he dies *before* or *after* the 1st January, 1926. If he dies before New Year's day, the old Rules of Intestate Succession will apply; if after, the New Rules. RUBRIC.

(To be continued.)

Landlord and Tenant Notebook.

Repairs and Rent Restriction.

Everyone is now aware that under s. 2 of the Rent Restriction Act 1920, the landlord of a protected dwelling-house is permitted to increase the rent beyond the standard rent by a certain permitted amount provided he is at common law entitled to recover the premises, and provided also he serves notices of increase in the form and after the manner prescribed by the statute. The *quantum* of permitted increase varies according to whether or not the landlord is responsible for the whole of the repairs. If he is so responsible, then he can demand the whole increase of 25 per cent. which in certain cases is allowable for this purpose, but if he is not wholly responsible for the repairs—*i.e.*, if the tenant has contracted to do some portion of those repairs—then he cannot obtain the whole of this 25 per cent. He can only increase the rent by such proportion of 25 per cent. as the county court judge thinks just after consideration of the respective liabilities for repairs of landlord and tenant under their tenancy agreement or otherwise. And he cannot serve his notice of increase at all until he has applied to the county court for a determination of this issue.

Repairs and Housing of the Working Classes.

Now, of course, under the Housing of the Working Classes Acts and the Town Planning Acts certain obligations which did not exist at common law are imposed upon the landlords of those small tenements which come within the scope of these Acts. There is a statutory warranty (1) that the premises are habitable at the commencement of the tenancy, and (2) that they remain habitable during the tenancy. The second half of this warranty is substantially equivalent to a covenant by the landlord to do all such repairs as are necessary to render the house habitable. *Prima facie* one might imagine that this statutory obligation imposes on landlords what is substantially sole responsibility for the repairs. One might go on to conclude, not unreasonably, that in every case of a letting which comes within the Housing of the Working Classes Acts, the landlord may be assumed to be "wholly responsible" for the repairs within the meaning of s. 2 of the Rent Restrictions Act, 1920, and that therefore he is entitled to demand the whole 25 per centage of increase discussed above, and further that he need not apply to the county court for a determination of the percentage chargeable but may serve at once his statutory notices to increase rent. These seem very natural inferences. In fact the county court judge of Lambeth did actually draw these inferences in *Jones* v. *Green*, 1925, 1 K.B. 664. But the Divisional Court has overruled him on appeal, and has held that in certain cases even where dwelling-houses come within the Housing of the Working Classes Acts, the landlord may nevertheless not be "wholly responsible for repairs" in such a way as to be entitled to levy the maximum increase in that case permitted.

The Rule in *Jones* v. Green.

How did this rather unexpected result come about? The explanation is this. The premises were let to the tenant for one year at a rental of £2 16s. 8d. per month. The tenant agreed to pay all rates, taxes, duties, and assessments whatsoever, with the statutory exception of the landlord's property tax. He was to enjoy the use of the fixtures and fittings. And he had agreed also "to keep and leave the said premises and fixtures in good and tenantable repair, state, and condition (fair wear and tear only excepted)." The landlord had served the usual notices of increase requiring the maximum increase permissible under this particular heading of permitted increases by s. 2 sub-s. 1 (*d*) (i) of the Rent Restriction Act 1920 namely 25 per cent. The tenant had paid the increases. But now, being advised that the landlord was not "wholly responsible" for repairs and therefore not entitled to demand the maximum of 25 per cent., he took steps to recover by action the amounts which he alleged to be overpaid on the ground that the notice was invalid. The question in substance resolves itself into this. Does the tenant's covenant to "keep and leave the premises and fixtures in good and tenantable repair, state, and condition" really have any effect in view of the fact that, so far as these particular premises were concerned, the landlord was under a statutory duty (out of which he is not allowed to contract) to keep the premises in habitable repair? If the tenant's covenant has any meaning at all, it must mean that "to keep and leave those premises and fixtures in good and tenantable repair, state, and condition" involves a heavier liability than that imposed on the landlord by the Town Planning Act. This the county court judge refused to believe; but the Divisional Court thought that the liability under such a covenant actually is heavier, and that therefore the landlord was not "wholly responsible" for repairs, with the result that application to the county court judge was necessary to determine the proper percentage of increased rent admissible in this case.

Two Standards of Repair.

The Divisional Court in *Jones* v. *Green*, *supra*, therefore, in order to escape from the necessity of holding the tenant's agreement to do repairs as wholly void [in which event the landlord would have been "wholly responsible" for repairs, and therefore entitled to make the maximum increase in respect of s. 2 (1) (*d*) (I) of the Rent Restriction Act, 1920], was bound to hold that the standard of repair under a covenant "to keep and leave" the premises in "good and tenantable repair, state, and condition (fair wear and tear excepted)" is a higher standard of repair than that involved in the landlord's statutory obligation to keep the premises habitable. In other words, there are two standards, indicating two different standards of comfort. Obviously the words "state and condition" are mere surplusage; so that "in good and tenantable repair" imports a higher standard than "in habitable repair." Now the first observation which occurs to the critical practitioner is that surely premises cannot be "habitable" unless they are "tenantable"! And surely "good and tenantable" cannot mean anything except "good tenantable"; the expression is an archaic way of using two adjectives, "good" and "tenantable," connected by the conjunction "and," instead of an adverb qualifying an adjective, "good tenantable"; but this simple literary device cannot alter the meaning. It is therefore almost incredible that a landlord's duty to keep premises in good habitable repair can be lower than a tenant's contractual duty to keep them in good tenantable repair, especially as "reasonable wear and tear" are excluded from the tenant's liability, but cannot be excluded from the landlord's warranty.

Case-Law on the Tenant's Covenant to Repair.

The matter, however, is still more puzzling when one passes from the wording of these controversial sections in statutes and turns to the decisions as to the meaning of covenants by a tenant, similar to that now under consideration, binding him to keep the premises in "good and tenantable repair, "fair wear and tear excepted." It has been generally accepted that this means very little, in fact merely that the tenant will not commit waste. The decisions are numerous and interesting, and we have not space to discuss them here; but they are usually assumed to bear out this contention. "Good tenantable repair" was defined in the leading case of *Proudfoot* v. *Hart*, 25 Q.B.D. 52, as "such repair as, having regard to the age, character, and locality of the house, would make it reasonably fit for the occupation of a reasonably-minded tenant of the class who would be likely to take it." "Reasonable wear and tear" have been considered in such cases as *Terrell* v. *Murray*, 1901, 17 T.L.R. 570; *Citron* v. *Cohen*, 1920, 36 T.L.R. 560; and *Manchester Bonded Warehouse Co.* v. *Carr*, 1880, 5 C.P.D. 507. For the moment limits of space forbid us to do more than refer our readers to those cases.

CHATTEL REAL.

A Conveyancer's Diary.

Changes in Law of Vendor and Purchaser.

The rights *inter se* of vendors and purchasers of land will be found to be altered in many details by the Law of Property Act, 1925. These alterations may be conveniently divided into those in favour of vendors, and those in favour of purchasers: they may be summarized as follows.

Favourable to Vendors.

The length of title which a purchaser may require in the absence of express agreement is reduced from 40 to 30 years: s. 44 (1). An open contract contained in correspondence will be subject to statutory conditions of sale to be prescribed by the Lord Chancellor: s. 46. When these forms are published it will probably be found that many of the difficulties in which a vendor is placed by rashly accepting by letter an offer made by an intending purchaser are materially lessened by means of the statutory conditions. Where enfranchised copyholds are sold as freeholds the purchaser will not be able to call for the title of the person entering into an agreement for compensation for extinguished manorial incidents or giving a receipt for the compensation, namely: s. 44 (7). A contract to convey an undivided share in land is sufficiently complied with by the conveyance of a corresponding share in the proceeds of sale of the land: s. 42 (6). A vendor is entitled to retain a document of title if it is an instrument creating a subsisting trust or relating to the appointment or discharge of a trustee of a subsisting trust: s. 45 (9) (b). If the land can be sold under a trust for sale etc., free from the equitable interests a stipulation that a person entitled to an equitable interest shall concur is rendered void by the Act: s. 42 (1).

Favourable to Purchasers.

Stipulations precluding a purchaser from objecting to an outstanding legal estate or throwing on a purchaser the expense of tracing or getting it in are void: s. 42 (3). So, too, stipulations requiring a purchaser to pay the costs or part of the costs of obtaining a vesting order or appointment of trustees of a settlement, a conveyance on trust for sale or of the preparation, stamping or execution of a conveyance on trust for sale or of a vesting instrument: s. 42 (2). On a contract to sell a mortgage term the vendor if he has power to sell the fee must convey the fee: s. 42 (4) (i). Similarly as a contract to sell a mortgage term conveyed out of leaseholds and to sell an equitable interest capable of subsisting as a legal estate and to sell an entailed interest in possession the vendor must convey the larger interest which he has power to convey: s. 42 (4) (i)—(iii). Where a purchaser has power to acquire land compulsorily, and title can be made without payment into Court, the vendor cannot insist on the purchase money being paid into Court: s. 42 (7). Notwithstanding any stipulations to the contrary, a purchaser who is entitled to acquire a legal estate discharged from a registered equitable interest may (if the conveyance to him will not over-reach that interest) require the registration to be cancelled free of expense to him: s. 43 (1). The purchaser may require an abstract, and the production of the following documents even if they are prior in date to the commencement of title: (i) a power of attorney under which an abstracted document is executed; (ii) documents creating interests, &c., subject to which any part of the property is disposed of by abstracted documents, and (iii) documents containing limitations by reference to which any part of the property is disposed of by an abstracted document. Item (iii) is useful as over-riding the extremely doubtful decision of *Re Arran & Knowlesden* (1912), 2 Ch. 141. Further alterations in favour of purchasers are contained in s. 125, relating to powers of attorney created after the Act, and s. 47, which entitles the purchaser in certain events to the benefit of an existing fire insurance, over-riding *Rayner* v. *Preston*, 18 Ch. D. 1.

W. F. Webster.

Curia Parliamenti.

Husband's Liability for Wife's Torts.

Lord Daynesford has introduced into the House of Lords a measure for the abolition of the anomalous liability for his wife's torts which is still imposed by law on married men. Lord Daynesford, it may be as well to mention, since well-known commoners are not recognised by their new titles after they have been ennobled, is the title conferred on Sir John Butcher, K.C., who has long been a member of Parliament in one or other chamber. The son of an Irish bishop and the brother of a great Greek scholar, he himself enjoyed a distinguished academic career at Cambridge before he was called to the Bar by the Honourable Society of Lincoln's Inn. Butcher, K.C. had a very large practice as a junior at the Chancery Bar, much of which he retained after he took silk, and at one time it seemed far from improbable that he would become a Conservative law-officer. The rise of the brilliant younger generation, however, to which Lord Birkenhead, Sir Leslie Scott, and Sir Douglas Hogg belonged, coupled with the intervention of a Coalition Government in which half the Ministers had to be of the Liberal colour, finally defeated Sir John's chances of success. He had entered Parliament so long ago as 1895, when he defeated Sir Frank Lockwood at York. Many readers will remember the once famous witticism of that gay Yorkshireman, and consummate master of jury advocacy when, a fortnight after the General Election, Butcher's horse collided with that of Lady Lockwood in Rotten Row: "Do you mean to *unseat* the whole family, Butcher?" Since the war Lord Daynesfort has been before the public eye chiefly in connection with the proposal to modify the rule in accordance with which the English wife of an alien takes her husband's nationality. That is a proposal of doubtful expediency; indeed the Committee appointed to consider it made no report because its six members were equally divided. Every commoner was for the change, every peer on the Committee against it. Students of legal history will remember that occasion in the thirteenth century when a bill for the establishment in this country of the contractual rule of *Legitimatio per subsequens matrimonium* passed unanimously through the House of Commons, but was rejected by all the temporal peers in the House of Lords with the famous formula "*Leges Angliae Nolumus Mutari.*" Let us hope that Lord Daynesfort's proposal to protect husbands against their present onerous liability may have a more fortunate fate.

The Capital Punishment Bill.

Although a private member Bill, the measure for the restriction of capital and corporal punishment seems to have been promised a considerable amount of support in the House of Commons. So far as capital punishment is concerned, the reforms proposed seem very moderate. The provisions of this Bill were indicated last week in the article of Habeas Corpus on the Newgate Calendar, so that it is not necessary to restate them here. The essence of "murder," as distinct from other forms of "homicide," is that it bears the character of "malice aforethought," therefore there is a fundamental inconsistency in treating as murder offences of homicide committed unintentionally, *e.g.*, a person who accidentally kills a person of whose existence he is quite unaware, while shooting a tame fowl with intent to steal it. This, however, is generally conceded, whereas there is not likely to be the same amount of agreement on the other proposals in the Bill. The provision of the Bill which proposes to abolish corporal punishment, except in the case of boys, are probably too much in advance of public opinion to stand any chance of passing into law in the present Parliament

Magna Carta.

CASES OF EASTER SITTINGS.

Court of Appeal.

Buerger *v.* **Cunard Steamship Co.**
No. 1. 30th March, 1st and 29th April.

SHIPPING—BILL OF LADING—LOSS OF GOODS SHIPPED—LIABILITY OF SHIPOWNER—DESTINATION CHANGED BY MUTUAL CONSENT—DEVIATION.

A shipment of goods of the value of £2,873 was made from London to Odessa under a bill of lading subject to a large number of exceptions. Owing to delivery at Odessa being impracticable it was mutually agreed that the goods should partly be discharged at Constantinople and the remainder delivered to the plaintiff at Batum. No goods were discharged at Constantinople and though they were carried to Batum, there was no delivery there, but they were carried on to another port and ultimately lost.

Held, that there was a deviation of the voyage and the shipowners were not protected from liability by any exceptions in the bill of lading, but were liable as common carriers.

Lilley *v.* Doubleday, 7 Q.B.D. 570, *applied.*

Appeal from a decision of Rowlatt, J.

Sir E. POLLOCK, M.R., said that there was evidence that the three bales destined for Constantinople were discharged at Novorossiska, and were in the defendant's custody there for a month or so. As to the other five bales, the evidence was not clear, and the probability was that they were also carried on to Novorossiska. He was satisfied that in regard to all the eight bales the terms of the bill of lading were abrogated by the deviation from the voyage intended by the new agreement. The defendants contended that there was not a deviation but a mis-delivery, and that if the view of Rowlatt, J. that the bill of lading still applied to the new transit of the goods, as agreed, was right, there was nothing to prevent the exception from having effect; for there was not a deviation which abrogated the terms of the contract of carriage, but only a different mode of carrying out that contract. But Grove, J., in *Lilley* v. *Doubleday*, 7 Q.B.D., at p. 511 said, "If a bailee elects to deal with the property entrusted to him in a way not authorised by the bailor, he takes upon himself the risks of so doing, except where the risk is independent of his acts and inherent in the property itself." That principle had often been applied. *Balian* v. *Jolly Victoria Co.*, 6 T.L.R. 345. *Joseph Thorley Limited* v. *Orchis Steamship Company*, 1907, 1 K.B. 660, when Lord Collins said (1907, 1 K.B. at p. 667), "The principle underlying these judgments seems to be that the undertaking not to deviate has the effect of a condition, or a warranty in the sense in which the word is used in speaking of the warranty of seaworthiness, and if that condition is not complied with the failure to comply with it displaces the contract. It goes to the root of the contract, and its performance is a condition precedent to the right of the shipowner to put the contract in suit." In *Neilson* v. *London and North-Western Railway Company*, Scrutton, L.J., said (1922 1. K.B. at p. 201):—I decide this case on two broad principles of great importance in all these contracts of carriage first, that when a carrier seeks to protect himself by exceptions unless they are so worded as to indicate clearly a contrary intention, they only apply where the excepted events happen in the course of his carrying out the contract, and do not apply where they happen while he is doing something which he has not contracted to do.

It was true that in some cases apparent breaches of contract of carriage had been held such as not to go to the root of and displace the contract. In *Broken Hill Proprietory Comdany* v. *Peninsular and Oriental Steam Navigation Company*, [1917, 1 K.B., 688, an exception which permitted the defendants to over-carry goods beyond their destination still applied, although the vessel reached the port, but did not wait there long enough to discharge the goods, because as a mail steamer she was under contract and penalties as to time. It was held that the contract of carriage must be regarded as subject to the vessel's duties as a mail steamer, and was not displaced by her consequent inability to deliver the goods. The present facts did not constitute a misdelivery to a wrong person, as in *Smackman* v. *General Steam Navigation Company*, 13 Com. Cas., 197. There was no evidence that the eight bales were ever out of the custody of the defendants. It was useful to look at some of the cases in which deviation was established. In *Mallet* v. *Great Eastern Railway*, 137, 1899, 1 B. B., 309, the defendants relied upon a condition of the contract relieving them from liability for delay except when through misconduct of their servants. Mr. Justice Day, said (1899, 1 Q.B., at p. 311):—"The defendants entered into a contract with the plaintiff to send his goods by the Great Western Railway and Weymouth. In consequence of their being sent by this substituted route there was a delay in the delivery. The delay referred to in the consignment note is a delay in the performance of the contract. But here the delay arose in consequence of the defendants doing something wholly at variance with the contract." The defendants were held liable. In *Foster* v. *Great Western Railway Company*, 1904, 2 K.B., 306, the defendants were protected by a clause relieving from liability for delay except in the case of misconduct of their servants. The Divisional Court held that the clause applied and protected the defendants, and they found a distinction from the decision in Mallet's case. Those two cases were considered in *Neilson* v. *London and North-Western Railway Company*, 1922, 1 K.B., 192, where the defendants sought to protect themselves by a condition similar to those in Mallet's and Foster's cases. They were held liable, because the condition did not apply to the journey on which the goods were in fact sent. Atkin, J., said (1922 1 K.B., at p. 204):—"These exceptions do not apply unless the goods are being carried on the journey stipulated for," and spoke of the "principles as applicable to contracts of carriage by sea, by river, by land, contracts of marine insurance, and contracts of bailment." *Foster* v. *Great Western Railway Company* was overruled. That decision was upheld in the House of Lords, 1922, 2 A.C., 263, Mallet's case was held to apply and Foster's case was overruled. The defendants were liable for the loss of the goods and the appeal must be allowed with costs.

ATKIN and SARGANT, L.JJ., agreed.

COUNSEL: *R. A. Wright*, K.C. and *Van den Berg*; *W. A. Jowitt*, K.C. and *J. Dickinson*. SOLICITORS: *Cosmo Cran and Co.*; *W. A. Crump & Sons.*

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

Cases of Last Week—Summary.

Williams *v.* **Cotter and Smailes.** **Mr. Justice Russell.** **7th May.**

In this case the interpretation of a common form provision in the rules of most registered trade unions was in issue before Mr. Justice RUSSELL. The trade union in question was the Amalgamated Marine Workers' Union, which was duly registered on 1st February, 1922, under the Trade Union Acts, 1871-1917. Under the Trade Union Act of 1913, as is well known, the funds of a trade union are separated into the General Fund and the Political Fund. Subscriptions to the former are compulsory, but levies for the latter must be voluntary. This particular union had both a Political and a General Fund.

The defendant in the present action was Joseph Cotter, the founder and general president of the Union. Certain libel actions were brought by Cotter against Sir Evelyn Cecil, the Conservative candidate for the Aston Division of Birmingham, which Cotter had contested in the Labour interest, against Sir Evelyn's election agent, against one Matt Tearle, and against the Aston Press. The alleged libels consisted in a leaflet circulated by Sir Evelyn Cecil, which reproduced a telegram sent him by Matt Tearle, who was the Secretary of the National Sailors' and Firemen's Union, North-East

Court, and which was in the following terms: "Seamen of Britain wish you success in the fight against trade union wreckers. Cotter has no standing or connection with Seafarers' Joint Council or National Maritime Board. He started a scab union this year." These actions were eventually dismissed with costs. Thereupon in November, 1924, the general executive committee of the Union passed a resolution that all Cotter's costs incurred in these actions should be reimbursed him out of the funds of the Union. The resolution directed the costs to be paid out of the General Fund of the the Union so far as it was lawful so to pay them, and if it was not lawful so to pay them, then out of the Political Fund so far as was lawful so to do. The trustees of the Union funds then took out a summons for the determination of the court whether it was lawful to make such payments, and the learned judge held that, in view of the express provision of the rules, payment of the costs out of either fund was *ultra vires*.

The relevant provisions of the rules are the following:—

Under r. 2, s-s. (1) (*d*), one object of the Union was to assist officers and members whose interests had been damaged by reason of their services to the Union. Under r. 19, members were to be entitled to legal assistance in all matters arising out of their employment on the work of the Union. Under r. 39, s-s. (1) (*a*) the objects of the Amalgamated Marine Workers' Union were to include the furtherance of political objects, to which s. 3 of the Trade Union Act, 1913, applied—that was to say, the expenditure of money in the payment of any expenses incurred, either directly or indirectly, by a candidate or prospective candidate for election to Parliament or to any public office before, during, or after the election in connection with his candidature or election.

COUNSEL: for the Trustees, *W. Hunt;* for Mr. Cotter, *Lavington;* for an objecting member of the Union who opposed the payments, *Donald Cohen.*

SOLICITORS: *W. H. Thompson; Gibson & Weldon.*

White *v.* Robertson. Divisional Court. 8th May.

In this case the Divisional Court heard and dismissed a case stated by way of appeal from the Chairman of London Quarter Sessions holden at Newington. A printer was convicted at Lambeth Police Court of printing betting slips for a bookmaker and selling them to him. Some of the slips were used for street betting by a person neither authorized nor known so to use them by the bookmaker. On appeal to Quarter Sessions that court held that the printer had no reasonable means of knowing that the slips were used for an unlawful object, namely, street betting, and the conviction was quashed subject to this appeal by way of bare statement for the High Court. The High Court held that, on the findings of fact made by Quarter Sessions, which rehears the facts and makes its own findings so that it is not bound by the findings of fact in the police court, there has been no misdirection of themselves as to the law by the justices in Quarter Sessions; therefore the appeal from the decision of Quarter Sessions was dismissed.

The Divisional Court consisted of Lord GORDON HEWART (Chief Justice), Mr. Justice AVORY, and Mr. Justice SALTER.

COUNSEL: For the Crown, *D. Levy;* for the respondent, *St. John Hutchinson.*

SOLICITORS: *Wontner & Sons; R. C. Monty Hollins.*

R. *v.* Winn. Court of Criminal Appeal. 11th May.

In this case the Court of Criminal Appeal quashed a sentence of five years' preventive detention passed on the accused, who pleaded guilty to a charge of housebreaking, for which he was sentenced to three years' penal servitude, and was found by the jury to be an habitual criminal. There was no counsel in the case. The Lord Chief Justice particularly condemned the conduct of the police, who after the release of the prisoner from gaol on a previous occasion, had arrested him immediately on a warrant for maintenance. There was no necessity for the arrest, and it was obviously unreasonable, as the prisoner had no possible opportunity of earning means to pay the arrears due while he was in prison. He received a sentence of two months for non-payment of the arrears under the warrant, but found work, and but for the stigma of his arrest, which came to the ears of his fellow workmen, and led them to taunt him, he would have remained in that employment. The case illustrates the inhumanity and injustice of the legal rule which renders debtors who owe money under maintenance orders liable to imprisonment without proof of means. Coupled with the hard action of the police and the conduct of his fellow-workers it appears in this case to have led to the further downfall of the accused. The case is noted here merely because of the observations on this point (namely the arrest at prison gates on release) made by the court.

The Lord Chief Justice, in his judgment, said that the appellant had admitted a long list of housebreaking cases, and nothing turned on the sentence of penal servitude. But on his release from prison at the expiration of his last sentence he was arrested at the prison gates on a warrant for maintenance. No reason had been given why that order had not been proceeded with earlier. It had been laid down again and again that arrest at the prison gates was most improper save in very exceptional circumstances. If the authorities had any further charge against a person who was convicted they must make up their minds promptly whether to proceed or not, and should not arrest a man at the prison gates for an offence committed before he went to prison and sometimes before the offence for which he had served his sentence.

Turnbull *v.* Turnbull and Coats: King's Proctor Showing Cause. Mr. Justice Swift. 12th May.

In this case Mr. Justice SWIFT, sitting as additional judge lent to the Probate, Divorce and Admiralty Division, allowed the intervention of the King's Proctor on the ground that the husband petitioner who was seeking divorce on the ground of his wife's adultery, must be deemed to have condoned her misconduct in law, although he had never forgiven it, because according to the evidence of the respondent wife (which the court accepted) he had had marital relations with his wife after he became aware of the adultery. The court followed *Cramp* v. *Cramp and Freeman*, 1920, P. 158, in which it is laid down that sexual intercourse with his wife by a husband after discovery of her adultery is conclusive proof of condonation and cannot be rebutted by proving that there was no intention to condone.

COUNSEL, for the petitioner: *Noel Middleton;* for the King's Proctor, *Hawke*, K.C., and *Clifford Mortimer.*

SOLICITORS: *Crossman, Block & Co.; The King's Proctor.*

The Kathleen. Lord Merivale. 12th May.

This action was brought by John Millyer & Co., Limited, owners of the Belfast s.s. "Kathleen," to limit their liability under the provisions of the Merchant Shipping Acts, for a collision between their vessel and the lock gates of the Barton Lock, in the Manchester Ship Canal. The defendants were the Manchester Ship Canal Company and all other persons claiming to have suffered loss or damage through the collision. This action arose out of an action brought by the Manchester Ship Canal Company against the present plaintiffs on 31st March, 1924, in which the "Kathleen" was found in fault for the collision, the President rejecting the plea of her owners that the mishap was due to her propellers having fouled a wire rope which it was alleged had been picked up somewhere in the canal.

In these circumstances the owners of the "Kathleen" now sought to limit their liability to £5,346 3s. 2d., the aggregate amount of £8 a ton on the tonnage of the vessel.

On behalf of the Canal Company, it was contended that the failure of the "Kathleen's" engines to move astern when ordered was due to defects in the engines which, if care had

been taken, would have been ascertained and ought to have been guarded against by the owners; that in the circumstances the collision did not occur without the actual fault or privity of the owners within the meaning of the Merchant Shipping Act, 1894, and the plaintiffs were not entitled to limit their liability.

The PRESIDENT, in granting a decree, limiting the liability of the plaintiffs, said that neither party had satisfied him that the collision was due to defective engines and not to faulty navigation, but even if the engines were defective he was satisfied that there was no fault or privity of the owners within the meaning of the statute. He was of opinion, however, that the defendants had acted reasonably in raising the defence, and therefore, following the usual practice in limitation suits, the plaintiffs must pay the costs.

COUNSEL: Plaintiffs: *Sir Leslie Scott*, K.C., *Daniel Stephens*, K.C., and *Langton*; Defendants: *Dunlop*, K.C., *Balloch* and *Pilcher*.

SOLICITORS: *Lightbound & Co.*, Liverpool; *Dickinson & Co.*, Liverpool.

Irwin *v.* Barker. Divisional Court. 13th May.

This was an appeal by way of case stated against the conviction of MRS. CLARE IRWIN for professing to tell fortunes contrary to s. 4 of the Vagrancy Act, 1924. The substantial point in the case was whether the conducting of a spiritualistic seance can be a form of the offence of fortune-telling within the meaning of that section. Counsel for the appellant endeavoured to argue that the leading case of *Stonehouse* v. *Masson*, 1921, 2 K.B. 818, usually quoted as an authority for the proposition that the offence of "pretending" to tell fortunes within the meaning of the section does not necessarily involve the existence of any attempt to deceive or defraud, had been decided under a misapprehension. The Lord Chief Justice, however, stated that *Stonehouse* v. *Masson* had been deliberately brought before a court consisting of the unusually large number of five judges in order that the law might be very carefully considered and authoritatively defined. He therefore refused to entertain the proposition that the Divisional Court is now at liberty to overrule it, but he stated that the court could hear an argument distinguishing it on the facts from other similar cases; in the present case counsel had sought to distinguish it on the ground that in *Stonehouse* v. *Masson* there was a definite finding that two persons had *in fact* been deceived, whereas on the present appeal there was no such finding. In dismissing the appeal the court expressly approved and followed the judgment of the then Lord Chief Justice in *Stonehouse* v. *Masson*, *supra*, at p. 825, to the following effect: "It seems to me that the words in section 4 of the Vagrancy Act, 1824, 'to deceive and impose on any of His Majesty's subjects' qualify the words 'using any subtle craft, means or device by palmistry or otherwise,' and do not refer to the preceding words 'pretending or professing to tell fortunes' because the latter is *ipso facto* a deceiving."

COUNSEL: Appellant: *Hewitt*, K.C., *Wingate-Saul*, K.C., and *Geoffrey Hutchinson*.

SOLICITORS: *Timbrell & Baker; Wontner & Sons.*

Saint *v.* Hockley. Divisional Court. 13th May.

In this case stated, at the instance of the prosecutor, the question raised was whether or not the new Webly Air Pistol is a firearm for which a police permit is required under the terms of s. 12 of the Firearms Act, 1920, and the Divisional Court, holding that it is not a firearm, affirmed the dismissal of the summons.

Section 12 (1) of the Firearms Act, 1920, provides:—

In this Act, unless the context otherwise requires, the expression "firearm" means any lethal firearm or other weapon of any description from which any shot, bullet, or other missile can be discharged or any part thereof.

Provided that a smooth-bore shot gun, or air gun, or air rifle (other than air guns and air rifles of a type declared by rules made by a Secretary of State under this Act to be specially dangerous) . . . shall not in Great Britain be deemed to be a firearm.

COUNSEL: *H. D. Roome; Roland Burrows.*

SOLICITORS: *Wontner & Sons; W. T. Ricketts & Sons.*

Union of Soviet Socialist Republics *v.* Onou. Mr. Justice Acton. 13th May.

In this action the Soviet Government sued Mr. ALEXANDER ONOU, Russian Consul-General in London under the Provisional Government (afterwards displaced by the present Soviet Government) for the return of certain official books, documents and other State property of the Russian State which the defendant had retained in his possession. Damages for detention were also claimed. Both claims succeeded on the ground that the Soviet Government has been recognised by the British Government as the *de jure* sovereign authority of Russia.

COUNSEL: *Singleton*, K.C., and *Murphy*.

SOLICITORS: *Ellis & Fairbairn.*

Alianza Co. Ltd. *v.* Inland Revenue Commissioners. House of Lords. 14th May.

In this appeal to the House of Lords the question raised relative to liability to Corporation Profits Tax on the part of companies, the controlling power of which is domiciled or resident abroad and outside the British jurisdiction. It is trite law that, although a company is registered abroad, yet if it is controlled by persons resident in England, it is a British company for the purposes of various statutes imposing revenue duties. The converse question is whether a company, registered in Britain, but under dominant external control, escapes liability on the ground that it is resident or domiciled or engaged in business where the dominant control is physically situated, namely, abroad. The House of Lords, in this case, refused to apply this converse proposition and held that, where a company is registered in such a way as to confer upon it the protection of British law, even although the controlling power of the company is abroad, it is chargeable to Corporation Profits Tax.

The court consisted of Lords CAVE, DUNEDIN, WRENBURY, PHILLIMORE, CARSON.

COUNSEL: *Edwardes Jones*, K.C., and *Hildesley*, for the Company; for the Inland Revenue Commissioners: *Sir Douglas Hogg*, K.C. (Attorney-General), *Sir Thomas Inskip*, K.C. (Solicitor-General) and *R. Hills*.

SOLICITORS: *Dale & Co.; Solicitors to the Inland Revenue.*

Harnett *v.* Bond. House of Lords. 15th May.

The House of Lords delivered in this celebrated case, which affects every fundamental principle of the Lunacy Law, their long reserved judgments on Friday, the 15th inst. They affirmed the decision of the Court of Appeal, which had varied that of the judge who tried the case in the first-instance court, Mr. Justice LUSH. In the King's Bench the trial had been by jury, and the jury had awarded damages of £20,000 against Dr. BOND and Dr. ADAM, the defendants to the action, for alleged wrongful detention of the appellant in an asylum; they had also awarded £5,000 damages against Dr. BOND alone. Dr. BOND was a Commissioner in Lunacy; Dr. ADAM was an asylum doctor. The Court of Appeal allowed the appeal of Dr. ADAM and ordered a new trial in the case of Dr. BOND. This decision was now affirmed.

The House consisted of Lords CAVE, DUNEDIN, ATKINSON, SUMNER and BUCKMASTER.

SOLICITORS: *Rooper & Whateley; the Solicitor to the Ministry of Health; W. E. Hempson.*

The Solicitors' Bookshelf.

Scrutton's Charter-Party and Bills of Lading. Twelfth Edition. By S. L. Porter, K.C., and W. L. McNair, Barristers-at-Law. Sweet & Maxwell. 33s. net.

The present edition of Lord Justice Scrutton's classical treatise on charter-party has been necessitated by the enactment of the Carriage of Goods by Sea Act, 1924, which gives statutory sanction to the new Hague Rules in their full form. Under this new Act, which creates a revolution in the legal contract of affreightment, it seems certain that innumerable cases upon its interpretation must in due course come up for decision in the Commercial Court. Obviously it would be undesirable if Lord Justice Scrutton and Mr. Justice MacKinnon, the old editors of earlier editions, were to offer in this volume their opinions on questions which they or their colleagues on the bench may soon have to decide. Therefore those distinguished judges and commercial lawyers have retired from the task of editing this edition in favour of Mr. Porter, K.C., and Mr. McNair. It is explained that these gentlemen are alone responsible for the comments on the new Act and on new decisions which appear in this volume. As a matter of fact, however, the new Act and the Rules which it contains hardly appear in the volume of the work; they are relegated to Appendix IV, which contains the text of the Act with an introduction and commentary. Other new features are the substitution of the York-Antwerp Rules [or general average] of 1924 for that of 1890 and the revision up to date of the Colonial Statutes which will be found in Appendix VII. Under the new editors this authoritative treatise does not seem to have suffered either in weight or in lucidity, and can be recommended with confidence to every practitioner.

Carver's Carriage by Sea. Seventh Edition. By James S. Henderson and Sanford D. Cole, Barristers-at-Law. Stevens & Sons. 50s. net.

Thompson's Bills of Lading. Stevens & Sons. 12s. 6d. net.

These companion volumes, one of which covers the whole field of the contract of affreightment, and the other the narrower corner of that field occupied by bills of lading, may be heartily commended to the practitioner in the Commercial Courts. "Carver" is so famous and so complete a treatise that recommendation of it to members of the legal profession is a work of supererogation. Of course every shipping practitioner will get the new edition as a matter of course. The smaller volume is a very clear and complete summary of all points which the student or the junior practitioner need know in connection with bills of lading. Both books pay all due attention to the revolutionary change in the relation of shipper and shipowner effected by the Carriage of Goods by Sea Act, 1924.

Jordan's Company Law and Reform. Sixteenth Edition. By Herbert W. Jordan, Company Registration Agent, and Stanley Borrie, Solicitor. Jordan & Sons, Ltd. 7s. 6d. net.

Jordan's handbooks on Company Law are so well known that it is only necessary to mention the appearance of a new edition. The demand for a sixteenth edition speaks for itself as to the value of this true and trusty guide to Company Practice.

Dominion Income Tax Relief. By Ronald Staples, Inland Revenue Department. Gee & Co. 15s. net.

This useful little book should prove invaluable to all solicitors and accountants whose clients invest money in the Dominions. It is the latest of several excellent books on accountancy produced by these publishers.

Correspondence.

Law of Property Acts.

Sir,—The Council of this Association has had these Acts under discussion for some time past with the object of considering the best method of making the members of the Association acquainted with the far-reaching changes in the law effected thereby and the practise consequent thereon.

We have been so fortunate as to secure the services of Mr. A. F. Topham, K.C., who has arranged to give a series of lectures on the Acts to the members of the Association.

There will be ten of these lectures (one a week) each of an hour's duration. They will commence immediately after the long vacation, and will continue until Christmas. It is confidently hoped that in this course Mr. Topham will be able to explain the main changes effected by the Acts.

Although these lectures are designed primarily for members of the Association, it is anticipated that there must be many members of the profession and clerks, other than members of the Association, who would desire to avail themselves of the opportunity of hearing Mr. Topham expound the Acts.

Needless to say it is extremely difficult to master such a mass of legislation without assistance from someone who has made a study of it from the commencement.

Arrangements are being made to engage a hall for these lectures, but accommodation will necessarily be limited, and anyone desirous of attending the lectures should get into touch with the Secretary at the office of the Association.

For the course of ten lectures to persons, other than members of the Association, a fee of £1 1s. will be charged.

Yours faithfully,

19th May 1925. William F. Gillham, *President.*

The Word "Such."

Sir,—Can nothing be done to prevent the increasing abuse of the word "such"?

It is being more and more used as a synonym for "this" or "the said" for example, one reads:—"The testator duly made his will and *such* will was proved." Why should the word "such" be used in this unmeaning way?

I have known this solecism afflict equity counsel as well as solicitors. Yours, &c. Draftsman.

Solicitors in the Civil Service.

Sir,—As a subscriber to The Solicitors' Journal, I think you may be interested in the enclosed letter which appeared in *The Liverpool Daily Post and Mercury* on Monday this week, dealing with the advertisements which continually appear in the press inviting applicants for vacancies in the offices of the Supreme Court of Judicature.

Perhaps you may see your way in the interests of the profession to draw further attention to the terms of these advertisements.

George R. Norris.

Does Law Cost Too Much?

Sir,—In my letter in The Solicitors' Journal of the 9th inst., in referring to the lower cost of continental litigation I omitted to say that the experience of a great many people is that there is often very great delay in cases coming to trial abroad compared to Great Britain.

I should also like to add that in referring to English and American lawyers on the continent as "middlemen," I did not intend to use that expression in any sense of disparagement. On the contrary, the English and American continental firms, like many other intermediaries, perform most useful functions and make things easy in many ways.

Edward G. Roscoe.

London, 13*th May.*

Poor Persons Rules Committee.

REPORT.

(*Continued from p. 448*).

IV.—COMMITTEE'S SCHEME FOR CARRYING THE REPORT INTO EFFECT.

Local Committees.

[The expression "Law Society" is used in this Report to denote either The Law Society or the local Law Society for any particular area.]

Every Law Society should appoint a Committee to undertake the control of poor persons' cases, and should triennially in general meeting elect a number of solicitors to serve on the Committee. The number elected should be not less than seven or more than thirteen, three to form a quorum; but the number, no doubt, would vary with local conditions. The persons elected should hold office for a period of (say) three years, so as to secure continuity of administration. Provision should be made for supplying vacancies. The Committee should be given power to co-opt two or three persons, not being solicitors, such as persons representing charitable organisations or institutions for the promotion of social welfare. All the nominations should be submitted to and approved by the Lord Chancellor. In cases where it is impracticable to obtain an honorary secretary the Committee should have power to appoint a clerk and pay him a small honorarium. Probably the librarian or clerk to the Law Society (where there is such an official), would be willing to act and do the work in his spare time. The Committee should have the duty of inquiring into the application of a party to be admitted as a poor person, having regard to the requirements expressed in Rules of Court, and, if satisfied, of signing a certificate entitling such persons to take or defend or be a party to proceedings in the High Court as a poor person.

A short form of application by a poor person should be provided containing spaces for name and age, whether married or single, and, if married, the number of children, the present or last place of employment, and the average wages earned. The applicant should also state whether or not he has previously consulted a solicitor as to the subject matter of his application, and, if so, with what result. The name or names of a person or persons, to whom, if necessary, reference could be made, should be given. This form, in the first instance, should be sent to the honorary secretary, or clerk of the Committee (hereinafter referred to as the clerk), who should, after examining it, send for the applicant for a personal interview. Unless the facts disclosed showed clearly that there was no reasonable ground for the application, the clerk should then make an appointment for the applicant to see the Committee. The Committee at its meeting should make a careful investigation into the circumstances, and have power to administer an oath or require a statutory declaration in writing.

If the Committee are satisfied as to the applicant's poverty, he should then be questioned as to the nature and grounds of his claim and should be required to produce any documents in support of it. In the notice to him to attend the Committee an intimation that he would be required to produce all relevant documents should be given. If the Committee are satisfied as to the applicant's want of means and that he has a *prima facie* case, the Committee should issue to him a certificate, entitling him to be admitted as a poor person for which purpose a short printed form of certificate should be used. Rules of Court should fix the maximum amount of deposit which the Committee might require any applicant to make at the sum of £5 and, in special circumstances, the further sum of £5. Deposits when required should be paid to the clerk who should keep a separate banking account.

It is desirable that all forms used should be as simple as possible.

Panels of Solicitors.

Each Committee should nominate a number of solicitors willing to act who would form a panel of "conducting solicitors." The number of the panel might be based upon the number of members of the Law Society; but again, local conditions would be the determining factor in this respect. The members constituting the panel should serve for, say, three years or possibly less. The Committee should nominate a conducting solicitor from the panel, regard being had to his special qualifications for the particular case, and allowance being made for the fact that he had already conducted a number of cases, or had cases in hand at the time. It should be recognised as an honourable obligation on the part of the solicitor nominated to undertake the case and see it through. The Committee should have and exercise a discretionary power as to what, if any, part of the deposit should be paid out for out-of-pocket expenses during the progress of the action. Any sum paid out should be paid on the simple receipt of the solicitor receiving the amount, stating the nature of the disbursement, and he should be required to give an account of his receipts and disbursements. The Committee should have power from time to time to call for a report from the conducting solicitor on each case, and it should itself keep records from which classified lists of the cases dealt with by the Committee, and other statistical information would be compiled so as to be available for official purposes. The Committee should have power to recommend to the Court at any time that a certificate should be cancelled and as regards the solicitor that he should be relieved of the case and another solicitor appointed in his place.

The Bar Council and the circuits should supply to The Law Society lists of counsel willing to assist poor persons.

Public Accommodation at the Courts.

If possible a room at the local courts, or in some other public building, should be reserved for the business of the Committee. Notice of the appointment of the Committee and of the dates fixed for their sittings should be displayed in the local courts, and in the town hall or principal local building. A leaflet stating shortly the powers of the Committee should be obtainable at the same places. The business of the Committee should, wherever possible, be transacted in the evening. The Committee should sit at fixed times, or, alternatively, a meeting should be called when there were, say, two or three applications ready to be considered.

Importance is attached to the meetings of the Committee being held in a room set apart for the purpose. If this were done, one difficulty, which has been experienced incident to the intended litigant attending in the first instance at the solicitor's office, would be avoided. In fact, if such a place could be obtained for all the business connected with these cases, including the conduct of them, it would be a great advantage. It is thought that, at any rate, in the large centres, a room in a public building could be obtained without much difficulty, and in cases where this was not practicable other accommodation could be obtained at a small cost.

Centres of Administrative Work.

It is recognised that it would be necessary to establish several centres for London and the surrounding district.

In areas other than cities and town and urban districts the cases would be relatively few and the principal office for the receipt of applications should be the most populous town in the area, unless some other town were more accessible or suitable. Probably in these cases postal communication would, in the first instance, have largely to be depended upon. It should, however, be possible for a local solicitor on the rota to make preliminary enquiries and communicate with the centre, and the Committee there should, in a clear case, adopt his report, without requiring the applicant to attend for a personal interview in the first instance. Alternatively, the Committee might appoint an agent at each town in the area where a sitting of the County Court was held, who might make the preliminary enquiries. The essential point must be that the Committee should keep control and exercise supervision. Geographical and other considerations must be taken into account, and difficulties should be overcome by each Law Society formulating a scheme for the efficient administration of its own area.

(*To be continued.*)

SUSPENSION OF A SOLICITOR.

The Judicial Committee of the Privy Council, composed of Lord Buckmaster, Lord Atkinson, Lord Phillimore, and Sir John Edge, sat *in camera*, to enable a solicitor to show cause why he should not be absolutely or temporarily prohibited from practising before the Privy Council. After hearing his explanation, their Lordships considered their judgment.

Lord Buckmaster, in intimating their decision, said that the charge which the solicitor, had been called upon to answer constituted a very grave charge against a man entrusted with the responsible duties of a solicitor for clients far away. The solicitor had alleged that this conduct was excused on two grounds—first, that an alteration took place in the record after delivery over here, the responsibility for which he was not prepared to undertake or share. He had also said that he had inadequate supplies of money furnished to him for the expense of briefing counsel and conducting the case. Both those defences had been carefully examined by the Board, and they could not find that there was any substance whatever in either of them. They, therefore, thought it their duty to inflict a punishment on the solicitor which would mark the sense of their grave disapproval of his conduct. They were dealing with him only as a practitioner before the Board, and they had decided that their right course was to prohibit him from practising before them for six months, with liberty for him to apply to remove the suspension if at any time during the period he could satisfy the Board that he had indemnified his client by reason of his failure to instruct counsel at the hearing of the appeal.

Law Societies.

To Secretaries—Reports of meetings, lectures, etc., to ensure insertion in the current number, should reach the office *not later* than 4 p.m. Wednesday.

Solicitors' Benevolent Association.

The monthly meeting of the directors was held at The Law Society's Hall, Chancery-lane, London, on the 13th inst., Mr. E. F. Knapp-Fisher in the chair. The other directors presents were Messrs. E. R. Cook, T. S. Curtis, A. G. Gibson, E. B. Knight, C. G. May, H. A. H. Newington, R. W. Poole, M. A. Tweedie and A. B. Urmston (Maidstone). £800 was distributed in grants of relief, twenty-four new members were admitted, and other general business transacted.

The Council of the Society of Incorporated Accountants and Auditors have re-elected Mr. George Stanhope Pitt (Bolton, Pitt & Breden), London, and Mr. Thomas Keens (Keens, Shay, Keens & Co.), Luton, London and Bedford, to the respective offices of President and Vice-President for the ensuing year.

Law Students' Journal.

Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Hall on Tuesday, the 5th inst. (Chairman, Mr. Raymond Oliver), the subject for debate was "That the case of *In re Humaltenberg, Beatty* v. *London Spiritualistic Alliance*, 1923, 1 Ch. 237, was wrongly decided." Mr. J. Tunstall opened in the affirmative, supported by Mr. J. G. S. Tompkins. Mr. J. H. F. Gethin opened in the negative, and was followed by Mr. W. E. Lisle Bentham, who seconded. The other members who spoke included Messrs. W. S. Jones, J. R. Amphlett, V. R. Aronson, W. J. Hart Leverton, D. A. Makey, W. M. Pleadwell, W. H. Betts, J. W. Morris, Miss Morrison and Peter Anderson. The opener having replied, and the chairman having summed up, the motion was lost by four votes. There were 28 members and two visitors present.

FUTURE OF A CITY CHURCHYARD.

OPPOSITION TO THE BILL FOR LEGALIZATION OF SALE.

A Bill was this session introduced into the House of Lords which proposed to authorize the rector of the parish, by and with the consent of the churchwardens, to sell the site of the closed churchyard of St. Mildred, Poultry, to the Midland Bank for £5,000. In order that the land may be built over by the bank, it is sought to free the site from any disability imposed by the Disused Burial Grounds Act, 1884, and the Open Spaces Act, 1906.

The fabric of St. Mildred's Church disappeared in consequence of a Union of Benefices' scheme, made in 1886, under which the parish became united with St. Margaret, Lothbury. The Bill sought to enable £2,000 of the purchase money to be devoted towards the cost of restoring St. Margaret's; the remaining £3,000 was to be paid to the Ecclesiastical Commissioners for investment to provide an income for future repairs. St. Mildred's Churchyard is a consecrated burial ground which was closed for interments under an Order in Council made in 1853. The ground is small in area and has not hitherto been available for public use.

On the second reading of the Bill in the House of Lords, Lord Meath tabled a motion for the rejection of the Bill. The terms of the motion were:—

> That this House, having regard to the policy of Parliament as declared by the Disused Burial Grounds Act, 1884, and the Open Spaces Act, 1906, is not prepared to entertain a Bill authorising the erection of buildings upon a disused burial ground in contravention of such Acts.

The Corporation of the City of London opposed the Bill, and so did the Open Spaces Societies, as represented by the Commons and Footpaths Preservation Society and the Metropolitan Public Gardens Association. It is argued by the opponents that once a precedent has been created enabling an ancient London churchyard to be used for building the temptation to turn sites which have a high value into money will grow, and that the Metropolis may slowly lose one of its most distinctive and attractive features.

LONDON GOVERNMENT.

Mr. Neville Chamberlain, in a written reply to Mr. Scurr, states that no action is contemplated at present by the Government to give effect to the recommendations of the Royal Commission on London Government.

Miscellanea.

It is officially announced that in view of the provisions of Part II of the Administration of Justice Act, 1920, which provides for the enforcement in England, Scotland or Ireland of judgments obtained in any part of His Majesty's Dominions outside the United Kingdom or in any territories under His Majesty's protection to which the Act extends, the legislatures of Norfolk Island, the Northern Territory of Australia, and the Territory of New Guinea have made reciprocal provision for the enforcement therein of judgments obtained in the High Court in England, the Court of Session in Scotland and the High Court in Ireland, and Orders in Council have accordingly been issued extending Part II of the Act to the above-mentioned Territories.

The operation of the Orders in Council is confined to England Scotland and Northern Ireland, Similar provision has not yet been made in the Irish Free State.

A bill providing for foreign ownership of land will shortly be introduced in the Japanese Diet by the Government. It will, according to the *Japan Times*, permit ownership only by citizens of other countries and States in which Japanese are permitted to hold such titles. There has been some discussion as to whether it is possible to exclude Americans who claim citizenship of States where the Japanese are barred, but it appears that legal authorities hold that such a provision can be enforced.

The Sale of Food and Drugs Act (1875) Amendment Bill, introduced in the House of Commons by Major George Davies, provides that after 1st September, 1925, no proceedings shall be taken under the Food and Drugs Act, 1875 against any consignor of milk in respect of a sample taken after the milk has been accepted by a railway company for conveyance to the consignee.

Mr. Albert M. Oppenheimer, solicitor, of 31, Queen Victoria-street, has acquired the practice of the late Mr. J. Brittain Smith, who died recently, and who carried on business under the style of "Blackford, Norton & Smith," at 15, Walbrook, E.C.

A meeting will be held at the Mansion House, under the Presidency of The Right Hon. The Lord Mayor of London, on Thursday, 28th May, 1925, at 2.30 p.m., under the auspices of the Officers' Benevolent Department of The British Legion Employment Bureau, when Field Marshall The Earl Haig, K.T. will make an appeal on the urgent necessity for finding employment for ex-officers and other ranks of similar educational qualifications.

An application was made at the Westminster County Court on behalf of the Postmaster-General for the committal of a defendant who had failed to obey an order of the court. When a clerk, with papers, appeared in the witness-box to support the application, Judge Bairstow observed: "I do not see why the Postmaster-General should conduct legal business by a clerk. He can afford a lawyer, as he is paid by the taxpayer."

Mr. H. M. R. POTHECARY, Solicitor, has acquired the goodwill of the business and practice of the late Mr. Charles Anthony Brown, of 10, Bevis Marks, St. Mary Axe, E.C., where he will carry on the same, with the assistance of Mr. Leonard Pocock (who was Mr. Brown's managing clerk) under the name of Messrs. Charles Anthony Brown & Co.

Mr. Neville Chamberlain, in a written reply to a question by Mr. Day, says that the average gross cost per inmate in Poor Law institutions for the year 1923-24 was £65 10s. The average cost of prisoners in the same year, allowing for value of labour, &c., was:—For prisoners serving sentences of less than three years, £84 10s.; for convicts £100 7s.

SPAIN'S WOMAN BARRISTER.

The first woman barrister to plead before a Spanish court of justice, is Señorita Victoria Kent, of English extraction. She defended the accused in a case of homicide on Friday in last week, in a brilliant manner, a fact commented upon in all the Madrid papers.

Obituary.

[Notices intended for insertion in the current issue should reach us on Thursday morning.]

MR. S. H. EMANUEL, K.C.

Mr. Samuel Henry Emanuel, K.C., Recorder of Winchester, died on the 20th inst. at his residence in Holland Park, W., ten days before his 60th birthday. The son of Henry Herschel Emanuel, of Southampton, he was educated at University College School, London, and at Trinity Hall, Cambridge, where he took honours in the Law Tripos, and proceeded LL.D. in 1895. He was called to the Bar by the Inner Temple in 1886, and went the Western Circuit, acquiring a good practice. In January, 1915, he was appointed Recorder of Winchester, in 1919 he took silk, and in 1924 he was elected a Bencher of his Inn.

MR. A. H. HASTIE.

Mr. Arthur Hepburn Hastie, who died on Tuesday last, at his residence in Ennismore-gardens, at the age of 69, was a prominent figure in the solicitors' profession, and was the head of the firm of "Hasties," in Lincoln's Inn-fields. He belonged essentially to the fighting type of lawyer, now perhaps more frequently met with in the pages of fiction than in the actual practice of the law. A dangerous and difficult opponent to meet and negotiate with, though scrupulous in maintaining the high standards of his profession, he was perhaps more feared than liked by his professional brethren. By his own energy and ability he built up a large and prosperous business.

He was the only son of the late Arthur Hastie, of Place Land, East Grinstead, and was born in 1855 and educated at Winchester. He was admitted a solicitor in 1879, and, we believe, was first in practice at East Grinstead; but he later removed to London; and in the 'eighties was settled in Lincoln's Inn-fields, where the firm has since carried on business. Among his clients was the late Mr. Thomas Gibson Bowles, who, with his love of litigation, especially with Government Departments, must have found in Hastie a solicitor after his own heart. As a result of this connection, Hastie's caricature appeared in *Vanity Fair* when it was owned by Bowles. Hastie was also known as an acute and persistent critic of various authorities, especially Government Departments and The Law Society. Only a few months ago he was challenging, at Bow-street Police Court, the right of the Commissioner of Police to institute a "one-way" traffic scheme in Long-acre, one of the subjects on which he wrote letters in *The Times*. He was married, and leaves a son and daughter surviving, the latter of whom is following her father's profession.

MR. H. A. COPE.

Mr. Harry A. Cope, solicitor, Holywell, died on the 5th inst., at his residence Saithaelwyd. Educated at Owestry he was articled to Messrs. Potts & Roberts, solicitors, Chester and was admitted in 1873. Shortly afterwards he was appointed clerk to the Justices of the Holywell and Caerwys Petty Sessional Division and in 1886 succeeded the late Mr. David Pugh as Registrar of the Holywell County Court, both of which appointments he held at the date of his death. Mr. Cope was also the Crown mine agent for Flintshire. He was a keen sportsman and a good shot and rarely missed a meet of the Denbighshire Foxhounds.

MR. A. E. HOPKINS.

Mr. Arthur Ernest Hopkins, solicitor, died at Chesterfield, on the 18th ult., in his 70th year. Mr. Hopkins was educated at Uppingham School and was admitted in 1881. He was Registrar and High Bailiff of the Chesterfield County Court since 1892, previous to which he practised at Ilkeston.

MASTER GRANVILLE SMITH.

Mr. Granville Smith, solicitor, a Taxing Master of the Supreme Court, died on the 13th ult., aged 65. He was educated at Blundell's School, Tiverton, and was admitted in 1882. He practised at 16 Leadenhall Street, E.C., until 1901, when he was appointed a Taxing Master. Master Granville Smith was a member of the Court of the Worshipful Company of Woolmen and a Vice-President.

MR. E. R. WARD.

Mr. Eric Richard Ward, of Plymouth, died at Hendon on the 20th ult., aged 62. Admitted in 1887, Mr. Ward commenced to practise at Plymouth and in 1894 joined the firm of Watts, Ward & Anthony, of Princess-square, leaving them in 1913, since when he had practised alone. In 1917 he was appointed clerk to the Magistrates for the Torpoint Petty Sessional Division and held a similar appointment at Saltash.

MR. G. L. ABBOTT,

Mr. Gilbert Leigh Abbot, solicitor, died at Abbots Leigh, near Bristol, on the 16th ult. Admitted in 1884, he was for many years a member oft he firm of Messrs. Abbot, Pope and Abbot.

MR. D. S. COHEN, LL.B.

Mr. Dudley Samuel Cohen, B.A., LL.B., solicitor, of 90-91, Queen-street, E.C., died at Chobham, Surrey, on the 23rd ult., aged 39. He was admitted in 1912, and during the War was an examiner to the Censor of Prisoners' of War Correspondence.

MR. WILLIAM JONES.

Mr. William Jones, of 37 Norfolk-street, Strand, W.C., died at Woodside Park, N., on the 23rd ult., aged 70. Mr. Jones was admitted in 1876, and in 1879 joined the firm of Messrs. Kays & Jones, of 2 New-inn, Strand. On the death of Mr. Kays in 1898 he carried on the practice alone under the same style, removing to the Norfolk Street offices in 1900.

MR. C. W. HOW, M.A.

Mr. Charles Walsham How, M.A. (Oxon), solicitor, died at Chesterton, Bicester, recently. He was educated at Winchester and Trinity College, Oxford, and was admitted in 1883. In 1894 he became a partner in the firm of Messrs. How, May, How, Chilver & May (then Bell, Steward, May & How), of 49 Lincoln's-inn Fields. He retired from practice in 1921.

MR. C. C. SCOTT, K.C.

Mr. Charles Clare Scott, K.C., died on the 4th inst., at his residence in London at the age of seventy-four. The eldest son of Inspector-General John Scott, Bombay Medical Service, he was sent to Rugby, and afterwards went to King's College, London, and to Wren's, the famous "coach." In 1874 he was called to the Bar by the Middle Temple and joined the Home (now South-Eastern) Circuit. He was made a Bencher of his Inn in 1898, and was Treasurer in 1920. In 1910 he took silk. Mr. Scott was unmarried.

Deaths.

[Notices intended for insertion in the current issue should reach us on Thursday morning.]

MILTON.—On Saturday, the 16th inst., at Lannoweth, Penzance, John Penn Milton, solicitor, and for fifty-nine years (eleven as deputy) Clerk of the Peace for the Borough of Penzance, in his eighty-fifth year.

Doctors' Claim for Privilege.

LORD JUSTICE ATKIN'S VIEW.

Lord Justice Atkin (President of the Medico-Legal Society) gave an address on Medicine and the Law at the 151st annual meeting of the Middlesex Hospital Medical Society last month. Medicine and the law, he said, had proceeded hand in hand, because the early codes of legislation were very closely associated with different sanitary and dietary regulations. He was not sure that the most powerful legislators known to history had not been Moses, Mahomet, and the principal medical officers of the Ministry of Health.

Dealing with the question whether a doctor should be compelled in the witness box to disclose information given him by a patient, Lord Justice Atkin said that he did not think that the extreme claim for privilege could be upheld, and he was bound to say, as a lawyer, that there was no protection for a doctor in respect to such matters. He had no doubt that the law would so remain until some doctor—should he say some fanatical doctor—said, when put into the witness-box, that the confidence of his patient was as sacred to him as that between penitent and priest, or lawyer and client, and that nothing would induce him to disclose it, and that he would prefer to go to prison for the rest of his life rather than violate the confidence. The question might then arise as to whether the conflicting claims of public health and public justice could not be reconciled by something less than a complete obligation on the part of the doctor to make the disclosure when called upon to do so.

Legal News.

Appointments.

[Information intended for insertion in the current issue should reach us not later than Thursday morning.]

The King has been pleased to approve, on the recommendation of the Lord Chancellor, the names of the following gentlemen for appointment to the rank of King's Counsel: GEORGE PHILIP LANGTON and The Right Hon. Sir JAMES O'CONNOR.

The King has been pleased to approve that the honour of Knighthood be conferred on Mr. ALEXANDER DINGWALL BATESON, K.C., on his appointment to be a Judge of the High Court of Justice.

Mr. ROBERT FREDERIC BAYFORD, K.C., has been elected a Master of the Bench of the Inner Temple.

Mr. EDWARD PERCIVAL CLARKE, one of the senior counsel to the Treasury at the Central Criminal Court, and Recorder of Exeter, the eldest son of Sir Edward Clarke, K.C., has been elected a Bencher of the Honourable Society of Lincoln's Inn, in the place of the late Mr. Grosvenor Woods, K.C.

Wills and Bequests.

Mr. John Charles Wadham, seventy-five, of Maycroft, Luccombe-road, Shanklin, Isle of Wight, formerly of Clevelandterrace, Hyde Park, W., and of Gray's Inn-square, W.C., solicitor, left estate of the gross value of £74,323.

Mr. Gwilym Cristor James, O.B.E., J.P., of The Knoll, Abergavenny, Mon., and late of Merthyr Tydfil, retired solicitor, a former sheriff of Monmouthshire, and for some years clerk to the Merthyr Urban District Council, who died on 13th March, aged 76, left estate of the gross value of £41,328,

Mr. Basil Arthur Charlesworth, M.A., J.P., of Gunton Hall. Lowestoft, barrister-at-law, who died on 22nd February, aged 58, left estate of the gross value of £77,093.

Colonel James Leslie Grove Powell, C.B.E., D.L., J.P., of Tapton House, Richmond, Surrey, and of Essex-street, Strand, W.C., solicitor, chairman of the directors of the Richmond Royal Horse Show and of the Richmond Royal Hospital, Master of the Coachmakers' Company in 1922 and 1923, and late in command of the 6th Battalion, East Surrey Regiment, who died on 28th February, aged 71, has left estate of the gross value of £25,835. The testator left (*inter alia*) £250 each to the Solicitors' Benevolent Society and his head clerk, John Henry Maltby; £50 to Tom Evans, clerk; and £10 each to his other clerks.

Mr. Henry Charles Burder, J.P. (69), of Badgeworth End, Cheltenham, retired solicitor, formerly in practice in Bombay, a director of Wilsons Brewery, Limited, Manchester, a member of the General Committee of the Brewers' Society, who formerly played for the England Rugby XV, left estate of the gross value of £9,165.

Mr. John Henderson, of Lincoln's Inn, W.C., and the Queen's Hotel, Upper Norwood S.E. Barrister-at-law, who died on 6th March aged eighty-one left estate of the gross value of £52,053. He left £100 to St. Mary's Hospital Paddington, and £100 to Mary Ann Burnell for faithful service.

Dr. William Darling Lyell, of Park-circus, Glasgow, Sheriff Substitute of Lanarkshire, left personal estate in England and Scotland of the gross value of £11,686.

Mr. Gilbert Metcalfe, seventy-four, of Colville Mansions, Powis-terrace, Bayswater, W., and of the Inner Temple, E.C., Barrister-at-law, left estate of the gross value of £1,159.

Court Papers.

Supreme Court of Judicature.

Date.	Rota of Registrars in Attendance on Emergency Rota.	Appeal Court No. 1	Mr. Justice Eve.	Mr. Justice Romer.
Monday May 25	Mr. More	Mr. Hicks Beach	Mr. Bloxam	Mr. Hicks Beach
Tuesday .. 26	Jolly	Bloxam	Hicks Beach	Bloxam
Wednesday 27	Ritchie	More	Bloxam	Hicks Beach
Thursday.. 28	Synge	Jolly	Hicks Beach	Bloxam
Friday 29	Hicks Beach	Ritchie	Bloxam	Hicks Beach

Date.	Mr. Justice Astbury.	Mr. Justice Lawrence.	Mr. Justice Russell.	Mr. Justice Tomlin.
Monday May 25	Mr. Ritchie	Mr. Synge	Mr. Jolly	Mr. More
Tuesday .. 26	Synge	Ritchie	More	Jolly
Wednesday 27	Ritchie	Synge	Jolly	More
Thursday . 28	Synge	Ritchie	More	Jolly
Friday 29	Ritchie	Synge	Jolly	More

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 5%. Next London Stock Exchange Settlement. Thursday, 11th June, 1925.

	Middle Price. 20th May	Interest Yield.	Yield with Redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 2½%	56⅛	4 8 0	—
War Loan 5% 1929-47	100	5 0 0	5 0 0
War Loan 4½% 1925-45	95⅝	4 14 0	4 16 6
War Loan 4% (Tax free) 1929-42 ..	99⅛	4 0 0	4 0 0
War Loan 3½% 1st March 1928 ..	96⅛	3 12 6	4 19 0
Funding 4% Loan 1960-90	87¼	4 11 6	4 11 0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years ..	91⅛	4 7 0	4 9 0
Conversion 4½% Loan 1940-44 ..	97	4 12 6	4 15 0
Conversion 3½% Loan 1961	76½	4 12 0	—
Local Loan 3% Stock 1921 or after ..	65⅝	4 12 0	—
Bank Stock	252½	4 15 0	—
India 4½% 1940-55	88xd	5 2 0	5 5 0
India 3½%	67½	5 4 0	
India 3%	57⅞	5 4 0	—
Sudan 4½% 1939-73	94⅜	4 15 0	4 16 6
Sudan 4% 1974	85¼	4 13 0	4 15 0
Transvaal Government 3% Guaranteed 1923-53 (Estimated life 19 years) ..	80¾	3 14 6	4 10 0
Colonial Securities.			
Canada 3% 1938	82½	3 13 0	4 18 0
Cape of Good Hope 4% 1916-36 ..	91½	4 7 6	4 18 6
Cape of Good Hope 3½% 1929-42 ..	79½	4 8 0	4 18 0
Commonwealth of Australia 4½% 1940-60	99½	4 16 6	4 18 0
Jamaica 4½% 1941-71	95	4 14 6	4 15 6
Natal 4% 1937	91½	4 7 6	4 18 0
New South Wales 4½% 1935-45 ..	93½	4 16 6	4 17 6
New South Wales 4% 1942-62	85	4 14 6	4 15 0
New Zealand 4½% 1944	95½	4 14 6	4 16 6
New Zealand 4% 1929	95	4 4 0	5 2 0
Queensland 3½% 1945	78¼	4 9 6	5 3 6
South Africa 4% 1943-63	88	4 11 0	4 13 0
S. Australia 3½% 1926-36	86¼	4 1 6	5 4 0
Tasmania 3½% 1920-40	83¾	4 3 6	5 10 6
Victoria 4% 1940-60	86¾	4 12 0	4 13 6
W. Australia 4½% 1935-65	94	4 16 0	4 16 6
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corpn.	65	4 12 0	—
Bristol 3½% 1925-65	76¾	4 11 0	4 16 0
Cardiff 3½% 1935	88½	3 19 0	5 0 0
Croydon 3% 1940-60	69	4 7 0	4 18 0
Glasgow 2½% 1925-40	76½	3 5 6	4 12 0
Hull 3½% 1925-55	78¼	4 9 0	4 17 0
Liverpool 3½% on or after 1942 at option of Corpn.	76½	4 11 6	—
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	55½xd	4 10 0	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	63½	4 14 0	—
Manchester 3% on or after 1941 ..	65½	4 12 0	—
Metropolitan Water Board 3% 'A' 1963-2003	63¾	4 14 0	4 14 6
Metropolitan Water Board 3% 'B' 1934-2003	64¼	4 12 6	4 12 0
Middlesex C.C. 3½% 1927-47	81½	4 6 0	4 19 0
Newcastle 3½% irredeemable	75½	4 13 0	—
Nottingham 3% irredeemable	64½	4 13 0	—
Plymouth 3% 1920-60	68¼	4 8 0	4 17 6
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture ..	83½	4 16 0	—
Gt. Western Rly. 5% Rent Charge ..	101½	4 18 6	—
Gt. Western Rly. 5% Preference ..	98	5 2 0	—
L. North Eastern Rly. 4% Debenture ..	80¾	4 19 0	—
L. North Eastern Rly. 4% Guaranteed	79	5 1 0	—
L. North Eastern Rly. 4% 1st Preference	73	5 9 0	—
L. Mid. & Scot. Rly. 4% Debenture ..	82½	4 17 0	—
L. Mid. & Scot. Rly. 4% Guaranteed ..	80½	4 19 6	—
L. Mid. & Scot. Rly. 4% Preference ..	75½	5 6 0	—
Southern Railway 4% Debenture ..	81¾	4 18 0	—
Southern Railway 5% Guaranteed ..	100	5 0 0	—
Southern Railway 5% Preference ..	94½	5 6 0	—

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